

SCHEDULE OF ITEMS

BASE PERIOD – February 1, 2017 through January 31, 2018

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1A	Office 1 – 5,000 sq ft.	12	Month	\$ _____	\$ _____
1B	Office 2- 2,500 sq ft.	12	Month	\$ _____	\$ _____
1C	Office 3 – 1,500 sq ft.	12	Month	\$ _____	\$ _____
1D	Small Bunkhouse	12	Month	\$ _____	\$ _____
1E	Large Bunkhouse	12	Month	\$ _____	\$ _____
1F	Meeting Room	12	Month	\$ _____	\$ _____
1G	Kitchen	12	Month	\$ _____	\$ _____
1H	Bunkrooms in Cookhouse	12	Month	\$ _____	\$ _____

OPTION PERIOD 1 – February 1, 2018 through January 31, 2019

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
2A	Office 1 – 5,000 sq ft.	12	Month	\$ _____	\$ _____
2B	Office 2- 2,500 sq ft.	12	Month	\$ _____	\$ _____
2C	Office 3 – 1,500 sq ft.	12	Month	\$ _____	\$ _____
2D	Small Bunkhouse	12	Month	\$ _____	\$ _____
2E	Large Bunkhouse	12	Month	\$ _____	\$ _____
2F	Meeting Room	12	Month	\$ _____	\$ _____
2G	Kitchen	12	Month	\$ _____	\$ _____
2H	Bunkrooms in Cookhouse	12	Month	\$ _____	\$ _____

OPTION PERIOD 2 – February 1, 2019 through January 31, 2020

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
3A	Office 1 – 5,000 sq ft.	12	Month	\$ _____	\$ _____
3B	Office 2- 2,500 sq ft.	12	Month	\$ _____	\$ _____
3C	Office 3 – 1,500 sq ft.	12	Month	\$ _____	\$ _____
3D	Small Bunkhouse	12	Month	\$ _____	\$ _____
3E	Large Bunkhouse	12	Month	\$ _____	\$ _____
3F	Meeting Room	12	Month	\$ _____	\$ _____
3G	Kitchen	12	Month	\$ _____	\$ _____
3H	Bunkrooms in Cookhouse	12	Month	\$ _____	\$ _____

*** ONLY ONE CONTRACT WILL BE AWARDED FOR ALL ITEMS.***

FAR 52.237-1 Site Visit. (APR 1984)

A pre-bid site visit is scheduled for **Tuesday, January 10 at 10 a.m.** The contact person is **Monika Wood at 208-443-6841 or monikawood@fs.fed.us.**

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim upon contract award.

Changes in the schedule will be negotiated between the Contractor and Contracting Officer Representative (COR).

PERFORMANCE WORK STATEMENT (PWS)

1.1 - SCOPE OF WORK

The performance-based services covered in this contract are for the furnishing of all labor, equipment, supervision, transportation, operating supplies (except those supplies specified to be furnished by the Government), and incidentals necessary to perform the janitorial services at the location set forth herein, in strict compliance with the terms, specifications, conditions, and provisions of this solicitation.

1.2 DESCRIPTION AND LOCATION.

The janitorial services will be provided at the Priest Lake Ranger Station, which is located 32 miles north of Priest River, Idaho, on State Highway No. 57 (32203 Highway 57, Priest River, ID 83856). The square footage of each building listed below is an approximate only. It's still the offeror's responsibility to view the site where services are to be performed. Janitorial services are to be provided in the following areas:

(1) - Office No. 1 (approximately 5,000 sq ft). The main floor includes 8 offices, 2 lavatories, 1 reception area, 1 lobby, 1 hall, and a stairway. The main floor is carpeted, excluding restrooms.

The basement includes 8 rooms, 1 hall, a filing area, and 1 lavatory. The basement is carpeted, excluding restroom.

The sidewalks and porches attached or leading to the main office building.

(2) - Office No. 2 (approx. 2,500 sq ft). This building includes one small office, three large offices, one large conference/lunch room and two lavatories. All floors are carpeted, excluding restrooms.

(3) - Office No. 3 (approx. 1,500 sq ft). This building includes one small office, one large office, an entry way, and two lavatories. All floors are carpeted, excluding the restroom and stairway.

(4) - Small Bunkhouse (approx. 1,700 sq ft). The small bunkhouse includes six sleeping rooms, one lavatory and one stairway. All floors are carpeted, excluding restroom and stairway.

(5) - Large Bunkhouse (approx. 4,700 sq ft). The large bunkhouse includes 13 sleeping rooms, two hallways, a recreation room, a laundry room, and two lavatories. All floors are carpeted, excluding restroom, hallways and stairway.

(6) - Meeting Room (approx. 2,100 sq ft – for meeting room and Kitchen).

The Meeting Room (the former timber office) is located in the cookhouse and includes one (1) large room and one lavatory. The floor is carpeted, excluding the restroom.

(7) - Kitchen. Located behind the meeting room in the Cookhouse. The floor is linoleum.

(8) - (2) Bunk Rooms. Located behind the meeting room in the Cookhouse.

(9) - Bunkhouse Rooms as needed. This is the cleaning of any bunkhouse rooms used by visitors or employees for a short duration. Estimated to be 30 times per year, but may vary. Payment will be on actual times cleaned.

1.3 CLEANING FREQUENCY AND SCHEDULES

For the main offices, regular cleaning will occur on a frequency of five times per week. Prior approval of the Contracting Officer is required before any work may be performed on weekends or Government holidays. All interior work shall be performed between the hours of 5:00 PM and 5:00AM so as not to conflict with Forest Service work. Should a Federal holiday occur on a scheduled cleaning day, the Contractor shall work either the night immediately prior to the holiday or the night immediately following the holiday.

Items that are expected to be cleaned at each cleaning date include, but are not limited to: trash collection, front lobby entrance, entrance walk-off mats, room cleaning (vacuum), clean & disinfect bathrooms, kitchen area floor and sink, sweeping of stairs. Clean front lobby glass as needed.

Other periodic cleaning would include such items as window washing, carpet shampooing and floor waxing, dusting, light fixtures, wall spotting. Within 5 work days of the contract starting date, and annually thereafter for renewal periods, the Contractor shall submit to the COR annual schedules and plans for periodic cleaning. (Periodic cleaning is defined as a janitorial and related services performed that is not on a daily or weekly basis).

Cleaning Schedule – Office 1, 2, and 3

HOURS OF WORK. All work to be performed under the contract will be performed after 5 p.m., except on Federal Holiday.

(1) DAILY

a. Empty waste baskets, collect all waste paper and trash in plastic garbage bags and place garbage bags in appropriate containers located in the outside yard area. Soiled or torn plastic trash liners shall be replaced.

b. Vacuum all floors, including halls, stairways, and other floor surfaces, and further including under and around desks, chairs, and other office furniture, to the extent that all litter is removed from the floors.

c. Sweep and thoroughly mop or scrub lavatory floors with warm water and appropriate cleanser, clean washbowls and fixtures with warm water and appropriate cleanser, including exposed piping; clean and disinfect urinals and toilets, including water tanks and exposed piping; damp wipe stall partitions and all dispensers (toilet paper, towel, etc.).

d. Maintain adequate supplies of toilet paper, towels, and soap.

e. Check all light fixtures and replace all burned out or defective bulbs.

f. Clean and disinfect water fountain.

(2) - WEEKLY

a. Dust all visible surfaces, fixtures, equipment, window sills, clean cobwebs from walls ceilings around light fixtures.

- b. Damp mop all waxed floors, using neutral cleanser in proper solution to remove dirt without disturbing waxed surface.
- c. Sweep porches and sidewalks.

(3) - QUARTERLY (January, April, July & October)

- a. Remove black marks from all floors, remove old wax from all linoleum floors and baseboards, rinse thoroughly and apply polymer-type wax of a type recommended for use on the type of floor being treated. When wax is dry, machine buff wax surfaces to a smooth sheen. Avoid wax buildup along edge of floors and baseboards.

(4) - SEMI-ANNUALLY.

Work is to be accomplished during the month of April and again in September.

- a. Wash all light fixtures. Damp wipe all fluorescent tubes and baseboard heaters.
- b. Wash all walls, painted or panelled, and molding.
- c. Wash windows inside and out, leaving no streaks or unwashed areas. Remove water spots from sills and surfaces, fixtures, and furniture.
- d. Clean carpets using a commercial cleaning system.

Cleaning Schedule – Bunkhouses, Kitchen, Bunkroom

HOURS OF WORK. All work to be performed under the contract will be performed after 5 p.m., except on Federal Holiday.

All work done in the bunkhouse will be done during normal Forest Service working hours except annual cleaning. There are times during the Fall, Winter, and Spring seasons that the bunkhouses, and kitchen may not be in use, so cleaning may not be required. The COR will notify the contractor when cleaning is necessary.

- Small Bunkhouse.
- Large Bunkhouse.
- Kitchen
- Bunkhouse Rooms.

Large and Small Bunkhouse

ONCE A WEEK (while occupied)

- a. Dust all furniture and horizontal surfaces and clean cobwebs from walls, light fixtures and ceiling in hallways, stairs, recreation room and bathrooms.
- b. Damp mop all waxed floors, using neutral cleanser with proper solution to remove dirt without disturbing waxed surface.
- c. Sweep porches and sidewalks.

TWICE A WEEK (while occupied)

- a. Sweep and wet mop all tile, linoleum and cement floors, except in individual sleeping rooms. Remove black marks made by shoe soles and re wax areas where black marks were removed, rebuff tile and linoleum.
- b. Empty all wastebaskets into plastic garbage bags. Plastic bags shall then be placed in appropriate containers located in the outside yard area. Replace soiled or torn plastic trash liners.
- c. Sweep, mop and scrub bathroom floors; scrub and sanitize bathroom fixtures, including urinals, toilets, sinks, and shower stalls; wipe toilet paper and towel dispensers. Clean mirrors. Maintain an adequate supply of toilet paper and paper towels in the bathrooms.

QUARTERLY

- a. Remove black marks from all floors, remove old wax from all linoleum floors and baseboards, rinse thoroughly and apply polymer-type wax of a type recommended for use on the type of floor being treated. When wax is dry, machine buff wax surfaces to a smooth sheen. Avoid wax buildup along edge of floors and baseboards.

SEMI-ANNUAL - TWICE A YEAR

Work is to be accomplished during the month of March and again in September.

- a. Wash all light fixtures. Damp wipe all fluorescent tubes and baseboard heaters.
- b. Wash all walls, painted or panelled, and molding.
- c. Wash windows inside and out, leaving no streaks or other removable matter.

ANNUALLY - In the Spring before occupancy

- a. Wash all venetian blinds.
- b. Wash all wastebaskets.
- c. Remove and collect in one location, all of the mattress pads. The District will be responsible for having them cleaned.

As Needed - As rooms are used by visitors or other employees

- a. Vacuum carpet.
- b. Empty all wastebaskets into plastic garbage bags.
- c. Sanitize rooms as needed

Bunk Rooms in Cookhouse

(1) - Annual

- a. Vacuum carpet and shampoo
- b. Dust and clean cobwebs from light fixtures and ceiling.

- c. Wash all woodwork, walls and window sills with warm soapy water.
- d. Wash windows inside and outside.

Kitchen

(1) – **Daily (when in use)**

- a. Empty garbage cans

(2) - **Twice weekly (when in use)**

- a. Sweep and mop linoleum floors. Wipe down counter tops, refrigerator doors, etc.

(3) - **Semi-Annually.** The following work shall be performed twice yearly – in the spring prior to April and in the Fall after mid-November.

- a. Wash all light fixtures. Damp wipe all fluorescent tubes and baseboard heaters.
- b. Wash all walls, painted or panelled, and molding.
- c. Wash windows inside and out.
- d. Clean refrigerators, walk-in cooler, stoves and ovens; inside and out.

Meeting Room and Bathroom

(1) – Weekly (*when in use*)

- a. Vacuum carpet.
- b. Empty all wastebaskets into plastic garbage bags. Plastic bags shall then be placed in appropriate containers located in the outside yard area. Replace torn or soiled liners as needed.
- c. Mop and scrub bathroom floor, scrub and sanitize bathroom fixtures, including toilet, sink, and shower stall; wipe toilet paper and towel dispensers. Clean mirrors. Maintain an adequate supply of toilet paper and paper towels in the bathroom.
- d. Dust all furniture and horizontal surfaces and clean cobwebs from light fixtures and ceiling in hallways, stairs, recreation room and bathrooms.

C-4 - SUPERVISION

The Contractor shall have adequate supervision on-site during the scheduled hours of contract performance to ensure that all cleaning functions are performed as scheduled by the Contractor to the standards set forth in the contract.

The Contractor shall supply telephone numbers to the COR for use in contacting the supervisor should the need arise.

C-5 – GOVERNMENT FURNISHED PROPERTY

The Government shall deliver to the Contractor the following listed material, supplies, property, or services (hereinafter referred to as "Government-furnished property") until completion and final acceptance of the work required under this contract. If the Government fails to make timely delivery of such Government-furnished property for its intended use, and upon written request from the Contractor, the Contracting Officer shall make an equitable adjustment of contract delivery or performance dates or contract price, or both, pursuant to the "Changes" clause, FAR 52.212-4 – Contract Terms and Conditions – Commercial Items.

Electrical power will be furnished by the Forest Service at existing power outlets to operate such equipment as is necessary for contract performance. If any floor outlets are utilized, they are to be left in a condition that will not constitute a tripping hazard, i.e., lids tightly closed when no longer in use. Under no circumstances will Contractor's employees unplug Government equipment in order to access electrical power. Hot and cold water will also be made available to the Contractor as needed.

It is the Contractor's responsibility to keep the COR apprised of the level of supplies before they reach minimum level to insure an adequate stock at all times.

The following supplies will be available at Priest Lake Ranger District:

- (a) - Hand Soap (for Office No. 1, No. 2, and No. 3, and Bathroom adjacent to Meeting Room)
- (b) - Paper towels.
- (c) - Toilet tissue.
- (d) - Light bulbs and fluorescent tubes.
- (e) - Keys.
- (f) - Storage space for Contractor supplies and equipment.
- (g) - Plastic garbage bags.
- (h) - Brooms and mops.

The Government will furnish space in the building for the storage of supplies and equipment to be used in the performance of work under the contract. The Contractor shall maintain this space in a neat and orderly condition. **NO** flammable or explosive liquids such as gasoline shall be stored in the building. The Government will not be responsible for damage or loss to the Contractor's stored supplies or equipment.

C-6 - CONTRACTOR-FURNISHED EQUIPMENT AND SUPPLIES.

The Contractor shall furnish at his cost, all other supplies and equipment, except supplies listed under Section C-5, Government-furnished property, necessary for required performance of the contract.

- (a) - All cleaning equipment, such as sponges and cleaning rags, ladder, carpet cleaning equipment, vacuum cleaner and other necessary cleaning equipment.
- (b) - All cleaning supplies, degreaser/cleaner, deodorizer, floor finish, disinfectant, sanitizer, soaps, detergents, waxes, and window cleaner.

As a minimum, supplies and materials shall be of a quality to conform with applicable Federal Specifications. Before beginning the work of the contract, the Contractor shall submit to the COR a list giving the name of the manufacturer and the brand name of each of the materials that the Contractor proposes to use in the performance of the work and shall not use any material which the COR determines would be unsuitable for the purpose or represent a bio-hazard to occupants or is harmful to any part of the building, its contents, or equipment.

Material Safety Data Sheets shall be kept in an area adjacent to storage areas where cleaning chemicals are kept and will otherwise be made available to the COR upon request. Generally, chemicals are to be stored in safe areas as designated by the COR and in a manner consistent with Manufacturers' recommended practices.

All necessary cleaning equipment including, but not limited to, waxing and polishing machines, industrial-type, etc., needed for the performance of the work of this contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the COR. Equipment deemed by the COR or Contracting Officer to be of improper type or design or which is inadequate for the purpose intended shall be replaced.

CONTRACTOR FURNISHED CLEANING PRODUCTS

A. BIO-BASED CLEANING PRODUCTS:

A.1 The Contractor shall utilize products and material made from biobased materials to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer or designated representative. The following is a list of products that may be used in this contract for custodial services for which biobased products are available. The list is not all inclusive. (all purpose cleaner, degreaser/cleaner, deodorizer, floor finish, disinfectant sanitizer, Glass cleaner, Bathroom cleaner)

B.2. Biobased products that are designated for preferred procurement under USDA's Bio-Preferred program must meet the required minimum biobased content as stated in the USDA final Rule available at www.biopreferred.gov.

C-7 QUALITY CONTROL PROGRAM. The Contractor shall ensure that all of the requirements of the contract are addressed in a Quality Control Plan (QCP). The QCP shall be a system for identifying and correcting deficiencies in the quality of service before the level of performance becomes unacceptable or the COR points out the deficiencies. The importance of a QCP that covers all services is critical to the successful performance of the janitorial service. The QCP shall include, but is not limited to the following:

(a) An inspection system tailored to the specific building(s) which covers all services stated in the Performance Standards and Guideline Requirements of this contract. The Contractor shall devise a checklist for use during inspections and provide the name of each management individual who will perform the inspections. The checklist must be signed and dated by the inspector at the time the inspection is completed. This inspection shall be conducted at the end of each work shift. Unless the Contractor is the sole contract employee, it is not permissible for the person who performs the work to inspect and accept the work. The Contractor or his/her employees who will complete inspections shall be identified by name.

(c) A description of how tasks (QCP) will be performed in order to achieve the identified quality standards.

(d) The QCP shall be kept current and shall reflect pertinent contract modifications and building changes. The Contractor shall maintain a current copy of the QCP and the custodial contract at the worksite.

(e) A survey system for evaluating the quality of service performed by the Contractor. The Contractor shall develop a system to obtain and monitor customer satisfaction (i.e., monthly surveys, complaint boxes, etc). Building tenants shall be surveyed no more than quarterly, but will have the capability to offer complaints/input at any time.

C-8 – PERFORMANCE STANDARDS AND GUIDELINE REQUIREMENTS

The Contractor shall maintain the buildings listed herein in a clean condition. The following guidelines describe what is normally the industry standard of providing the intended level of services. The guidelines listed below are for reference and the final results will be the determining factor for the success or failure of this contract. Performance evaluation will be based on the COR's evaluation of results, not the frequency or method of performance. However, the site is to be checked Monday through Friday to ascertain that the following standards are maintained:

- (a) All space covered by this contract shall be free of obvious dirt, debris, and dust.
- (b) Trash cans shall be emptied and kept clean and free of dirt, stains, and debris.
- (c) Glass surfaces, including mirrors, shall be clean and free of smudges.
- (d) Furniture and all surfaces under 70 inches shall be free of obvious dust and dirt.
- (e) Carpets will not have obvious spots or stains. In addition, carpets throughout the office shall be thoroughly shampooed as required.
- (f) Resilient floors shall be maintained at a high lever of luster and be free of all types or marks.
- (g) Entrance carpets shall be clean and free of dirt and debris.
- (h) Drinking fountains shall be clean and free of water marks or any other debris or encrustation. They shall be maintained at a high level of sanitation.
- (i) All trash shall be collected and removed to a location designated by the COR.
- (j) Restrooms shall be cleaned and disinfected to maintain **all** fixtures at a high level of sanitation, cleanliness and shine. Floors will be disinfected and maintained to ensure there is not a buildup of dirt, debris or water stains. Partitions and wall shall be free of obvious dirt and dust. Toilet supplies shall be replenished as needed to maintain an adequate supply at all times. Trash and sanitary napkin receptacles shall be collected and disposed of at a location designated by the COR.
- (k). The kitchen/meeting room areas will be cleaned and disinfected to maintain a high level of sanitation.

C-9- QUALIFICATION OF CONTRACTOR AND EMPLOYEES:

The Contractor and his/her employees shall be capable and experienced in janitorial work. The on-site supervisor shall have experience and demonstrated ability in both supervision and custodial work. They shall be free from communicable disease. **The Contractor shall provide a list of employees authorized to work under this contract, and will also provide copies of full background checks on these employees, as well as any replacement employees to the Contracting Officer prior to work proceeding, and in accordance with AGAR 452.204-71 and FAR 52.204-9 Personal Identity Verification of Contractor Employees.**

Standards of Conduct: The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

Removal From Contract Work.

- (a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from Forest Service controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on Forest Service controlled property. This shall include, but not limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable or otherwise objectionable.
- (b) A contractor employee may also be removed where the continued employment of the contractor employee in connection with the Government work is deemed, in the Government's sole discretion, contrary to the public interest, inconsistent with the best interests of security, or a potential threat to the health, safety, security, general

well being or operational mission of the facility and its population.

- (c) Where a contractor employee is granted a temporary suitability determination, and an unfavorable final suitability determination is later rendered, the Government may insist on the employee's removal from the work site and from other work in connection with the Contract.
- (d) The Contractor shall be responsible for providing replacement employees in cases where contract employees are removed at no additional cost to the Government.

C-10 - SECURITY OF BUILDING:

The Contractor shall be responsible for locking outside doors, closing windows, and turning off fans and lights when night cleaning is finished in any area, unless otherwise directed by Forest Service personnel then in attendance. During the time the cleaning is being done, lights shall be on only in the portion of the building where the work is being done.

The Contractor will be responsible for locking the outside doors on all contract area buildings before he/she leaves the premises at the completion of each night's cleaning operation. A key will be issued to the Contractor. Such key is the property of the Government and will be returned upon the expiration of the contract, or sooner if requested.

Under no circumstances shall the Contractor or Contractor's employees allow outside doors to be propped open and unattended while cleaning is being performed; the Contractor and Contractor's employees shall exercise care when entering and exiting the building, making sure that the outside doors used are securely closed when not in immediate use.

The Contractor will be responsible for seeing that Contractor's employees do not disturb papers on desks, tamper with computer terminals, open drawers or cabinets, or use telephones except for emergency calls to the police or fire department. Use of Government photocopiers, fax machines, typewriters, and other Government office equipment by Contractor's personnel is strictly prohibited. Government office equipment shall not be unplugged, bumped, or disturbed in any manner unless specifically authorized by Government personnel.

MISCELLANEOUS REQUIREMENTS:

1. Turn off unnecessary lights.
2. Report hazardous conditions and items in need of repair to the COR.
3. Ensure the buildings and gates are locked and secure prior to elaving the premises
4. The Contractor will establish a system for employees to report fires, hazardous conditions, and items in need of repair or replacement.

INSPECTION AND ACCEPTANCE

ADDITIONAL INSPECTION AND ACCEPTANCE REQUIREMENTS:

The COR will note any non-compliance on the daily inspection form. The Contractor and his/her employees will have one opportunity when next on the premises to correct the deficiency. If the correction does not occur to the satisfaction of the COR, a deduction for the area in which the services were not satisfactorily performed will be made from that month's invoice at a rate based on per/day cost.

ADDITIONAL DELIVERIES OR PERFORMANCE REQUIREMENTS.

AGAR 452.211-74 Period of Performance (FEB 1988)

Priest Lake Ranger District janitorial services Base Year period of performance of this contract is from February 1, 2017 through January 31, 2018

Option Year 1 is February 1, 2018 through January 31, 2019.

Option Year 2 is February 1, 2019 through January 31, 2020.

CONTRACT ADMINISTRATION DATA

MEASUREMENT AND PAYMENT:

Measurements will be based on the total number of days, weeks, or months for which janitorial services have been satisfactorily provided.

BASIS OF PAYMENT:

Payment will be made monthly. If work has not been satisfactorily performed, a deduction will be made based on the number of days, weeks, or months the work is not satisfactory in the manner defined in ADDITIONAL INSPECTION AND ACCEPTANCE REQUIREMENTS, (see above).

Payment will be made in full each month upon inspection of COR and approved by CO.

CONTRACT CLAUSES

FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

Federal Acquisition Regulations <https://www.acquisition.gov/?q=browsefar>

Agriculture Acquisition Regulations www.usda.gov/procurement/policy/agar.html

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

FAR 52.212-4 Contract Terms and Conditions – Commercial Items (MAY 2015)

FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service And Construction Contracts (Sep 2013)

FAR 52.242-14 Suspension of Work (APR 1984)

FAR 52.242-15 Stop Work Order (AUG 1989)

FAR 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

AGAR 452.204-71 Personal Identity Verification of Contractor Employees (OCT 2007)

FAR 52.217-5 Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of clause)

FAR 52.217-8 - Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

FAR 52.217-9 - Option to Extend the Term of the Contract. (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

FAR 52.212-4 Contract Terms and Conditions—Commercial Items. (May 2015)

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items. (Nov 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (5) [Reserved].
- (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).

- (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved].
- (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (Nov 2011) of [52.219-3](#).
- (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (JAN 2011) of [52.219-4](#).
- (13) [Reserved]
- XX** (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of [52.219-7](#).
- (iii) Alternate II (Mar 2004) of [52.219-7](#).
- (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2016) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Nov 2016) of [52.219-9](#).
- (iii) Alternate II (Nov 2016) of [52.219-9](#).
- (iv) Alternate III (Nov 2016) of [52.219-9](#).
- (v) Alternate IV (Nov 2016) of [52.219-9](#).
- (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- XX** (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- XX** (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- XX** (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- XX** (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- XX** (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- XX** (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- XX** (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

- (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of [52.223-13](#).
- (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-14](#).
- (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-16](#).
- XX** (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (43) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- (44) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- (45) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- (46)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of [52.225-3](#).
- (iii) Alternate II (May 2014) of [52.225-3](#).
- (iv) Alternate III (May 2014) of [52.225-3](#).
- (47) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- (48) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (49) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (50) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (51) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (52) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (53) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- XX** (54) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- (55) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- XX** (56) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- (57) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- (58)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

— (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

— (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

XX (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

XX (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

This Statement is for Information Only:

Employee Class	Monetary Wage—Fringe Benefits
<u>11150 Janitor</u>	<u>\$14.32/hr</u>

(End of clause)

— (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

— (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

— (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

— (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

— (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

— (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

— (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
 - (ii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
 - (iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
 - (v) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
 - (vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
 - (vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
 - (viii) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
 - (ix) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
 - (x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xi) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and [E.O 13627](#)).
 - (xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xiv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
 - (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
 - (xvi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
 - (xvii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
 - (xviii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.232-19 Availability of Funds for the Next Fiscal Year. (APR 1984)

Funds are not presently available for performance under this contract beyond February 28, 2017. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond February 28, 2017, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

AGAR 452.204-71 - PERSONAL IDENTITY VERIFICATION OF CONTRACTOR EMPLOYEES (OCT 2007)

(a) The contractor shall comply with the personal identity verification (PIV) policies and procedures established by the Department of Agriculture (USDA) Directives 4620-002 series.

(b) Should the results of the PIV process require the exclusion of a contractor's employee, the contracting officer will notify the contractor in writing.

(c) The contractor must appoint a representative to manage compliance with the PIV policies established by the USDA Directives 4620-002 series and to maintain a list of employees eligible for a USDA LincPass required for performance of the work.

(d) The responsibility of maintaining a sufficient workforce remains with the contractor. Employees may be barred by the Government from performance of work should they be found ineligible or to have lost eligibility for a USDA LincPass. Failure to maintain a sufficient workforce of employees eligible for a USDA LincPass may be grounds for termination of the contract.

(e) The contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(f) The PIV Sponsor for this contract is a designated program point of contact, which in most cases is the Contracting Officer Representative (COR), unless otherwise specified in this contract. The Government will notify the contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration; however, it is the contractor's responsibility to meet all aspects of paragraphs (c), (d), and (e).

(End of clause)

AGAR 452.211-74 Period of Performance (FEB 1988)

The period of performance of this contract is from **February 1, 2017** through **January 30, 2018** plus any additional option periods exercised.

(End of clause)

AGAR 452.215-73 Post Award Conference (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held either telephonically or at Avery Ranger Station, St. Joe Ranger District, Avery, ID.

(End of clause)

LIST OF ATTACHMENTS

1. Wage Determination No. 2005-2159 (Rev 18), 12/29/2015
2. Experience Questionnaire Form
3. State Of Idaho Verification Of Workers' Compensation Insurance
4. Floor Plans With Designated Areas To Be Cleaned Under This Contract (Note: Furniture Location Is

Approximate And May Be Moved At Any Time)

INSTRUCTIONS, CONDITIONS, NOTICE TO OFFERORS

INSTRUCTIONS TO QUOTERS:

Return the following as your quotation:

- 1. Schedule of Items with Pricing**
- 2. Experience Questionnaire Form – Attachment. List personnel assigned to perform janitorial services at the work site, and their experience to meet the Government Requirements**
- 3. Quality Control Plan**
- 4. State of Idaho Certificate of Verification of Workers Compensation Insurance Form – Attachment**

Quotations may be sent to: catherinesullivan@fs.fed.us OR mailed hardcopy to:

Idaho Panhandle NF
ATTN: Catherine A. Sullivan
3815 N Schreiber Way
Coeur d'Alene, ID 83815

It is the responsibility of the offeror to make sure their quote is received at the above address.

SYSTEM FOR AWARD MANAGEMENT (SAM)

Registration is required with the **System for Award Management (SAM)** formerly known as the Central Contractor Registry (CCR) prior to receipt of order, pursuant to FAR 4.1102 and other applicable regulations and guidelines.

Information can be found at <https://www.sam.gov> formerly found at www.ccr.gov. The System for Award Management (SAM) is a Federal Government owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS.

The System for Award Management (SAM) is a Federal Government owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. Contractors are required to be registered in System for Automated Processes (SAM) via <https://www.acquisition.gov>

The Procurement Technical Assistance Center (PTAC) is available for assistance. They can be reached at <http://www.ptac.idaho.gov> or 208-334-2470.

SOLICITATION PROVISIONS

FAR 52.252-1 Solicitation Provisions Incorporated by Reference.

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquisition.gov

<http://farsite.hill.af.mil/>

(End of provision)

FAR 52.212-1 Instructions to Offerors—Commercial Items.

FAR 52.223-1 Biobased Product Certification.

FAR 52.212-3 Offeror Representations and Certifications—Commercial Items. (Oct 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

(a) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current,

accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a

COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
Name _____.
TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) Representation. The Offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____

(Do not use a “doing business as” name)

(End of provision)

EVALUATION FACTORS FOR AWARD

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers.

- 1. Relevant Past Performance for Janitorial services for 3 years.**
- 2. List personnel assigned to perform janitorial services at the work site, and their experience to meet the Government Requirements.**
- 3. Price**